



Notice of Price Agreement Award

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Printed: 6/22/2006

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

V E N D O R	PARE ENGINEERING CORP 8 BLACKSTONE VALLEY PL LINCOLN RI 02865	TECHNICAL ASSISTANCE (MPA 309)	
		Award Number 68M00352144	Effective Period: 7/1/06 - 6/30/09

S H I P T O	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA	Date: 06/19/2006 Buyer: JEROME MOYNIHAN Shipping: F.O.B., Destination Terms: Net 30	I N V O I C E	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA

Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-309	B06067
Item		Unit	Unit Price
	<p>7/1/06 - 6/30/09 WITH THE OPTION TO REWUE FOR 3 ADDITIONAL YEARS</p> <p>MASTER PRICE AGREEMENT #309</p> <p>THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE.</p> <p>ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee.</p> <p>CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.</p> <p>STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).</p>		

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.us. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

COPY

STATE PURCHASING AGENT/DESIGNEE



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Item		Unit	Unit Price
	<p>REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number.</p> <p>Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.</p> <p>AUTHORIZATION AND RELEASE. In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.</p> <p>A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.</p>		

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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-309	B06067
Item		Unit	Unit Price
1.0	<p>THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.</p> <p>TECHNICAL ASSISTANCE [CATEGORY 1] PAID AT \$1.00 PER ALLOWABLE COST.</p> <p>SEE ATTACHED PRICING</p> <p>EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE, PROVIDENCE, RI 02904 (401-222-2056).</p> <p>DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.</p> <p>VENDOR TELEPHONE: 401-334-4100 VENDOR FAX: 401-334-4108</p>	EA	1.00

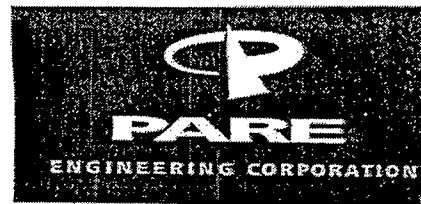
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ATTACHMENT B

Costs



Personnel rates should be outlined in the following format and can be broken down into sub-categories within Category 1, 2, 3 and 4 of Section 3:

Respondents' cost proposals will be compared by evaluating the rate schedules provided as set forth in the RFP.

Personnel Rate schedule for each of the sub-categories listed in Section 2 shall be listed in the following format:

a)

Classification	Billing	Rate (dollars (\$) per hour)
P4		\$ <u>130.00</u> /hour
P3		\$ <u>130.00</u> /hour
P2		\$ <u>95.00</u> /hour
P1		\$ <u>75.00</u> /hour
T2		\$ <u>55.00</u> /hour
T1		\$ <u>50.00</u> /hour
Secretarial		\$ <u>50.00</u> /hour

b) Respondents shall provide a cost proposal for Site Survey services in the following format:

Class I Survey of Area up to 1 acre:	\$ <u>8,150.00</u> /survey	No surveys will be accepted that require higher PPE than modified Level D. Includes RISPC NAD83 and NAVD 88 Control. Deduct \$2,270.00 per survey if not required.
Class I Survey of Area 1 to 5 acres:	\$ <u>13,100.00</u> /survey	
Class I Survey of Area 5 to 10 acres:	\$ <u>17,650.00</u> /survey	
Personnel Rate for Draftsman:	\$ <u>85.00</u> /hour	

c) Respondents shall provide a cost proposal for Tank Testing services in the following format:

Heath Petro-Tite Test; one location/1 tank:	\$ _____ /tank
Heath Petro-Tite Test; one location/3 tanks:	\$ _____ /tank
Horner Ezy-Check Test; one location/1 tank:	\$ _____ /tank
Horner Ezy-Check Test; one location/3 tanks:	\$ _____ /tank
Tracer Tight Tank Test; one location/1 tank:	\$ _____ /tank
Tracer Tight Tank Test; one location/3 tanks:	\$ _____ /tank

d) Respondents shall provide a cost proposal for Ground Penetrating Radar (GPR) and Geophysical Services in the following format:

Daily rate: Equipment & Crew \$ 2,800.00 /day

Weekly rate: Equipment & Crew

\$ 14,000 /week

e) Drilling Services

For companies responding to Category 1, 2, 3 and 4 drilling services, rates should be calculated on a daily and/or weekly basis for each type of drill rig (including SVE/AS/microwells/direct push), including the crew required, mobilization, demobilization and decontamination. Daily rates shall be based on eight (8) hours of drilling. Rates should also be provided separately for overburden and bedrock monitoring well construction, including subsequent development, on a per foot basis for. As outlined earlier, all monitoring wells shall be constructed in accordance with the specifications provided in Appendix 1 of the RIDEM Rules and Regulations for Groundwater Quality, and ASTM standards.

Drilling rate schedules shall be presented in the following format:

DRILLING EXPENSES

~~SEE ATTACHED SHEET~~

DESCRIPTION	MAKE/MODEL	UNIT MEASURE	UNIT COST
Mobilization/ Demobilization		Lump Sum	
Standard HSA		LF & Day Rate	
Large HSA		LF & Day Rate	
All Terrain HSA		LF & Day Rate	
HSA Rock Coring		LF	
HSA Down Hole Air Hammer		LF & Day Rate	
Dedicated Air Rotary		LF & Day Rate	
Direct Push		LF & Day Rate	
Well Development		Hourly	
Decontamination		Hourly	
Standby/Overtime		Hourly	
2" PVC well Installation HSA		LF	
2" PVC well Installation Direct Push		LF	
Direct Push Microwell Installation		LF	
Packer Testing		Day Rate	

Notes:

1. Daily rate for drill rig & crew includes all soil drilling, standard penetration tests, and 2"OD split spoon samples, rollerbitting in obstructions, etc. Standard day equals 8 hours on site.
2. Items for 2" PVC well installation include all labor and materials for completion of the well, including 2" PVC riser, filter sand, bentonite or grout, road box or protective casing, cement or concrete pad, etc.

f) Equipment Inventories

Categories 1, 2, 3 and 4 will require an equipment inventory and rate schedule in the required format for cost proposals.

It is the contractor's responsibility to operate, maintain, and secure equipment. Costs for all such activities shall be incorporated into the rate schedule. RIDEM will not pay separately billed costs beyond the approved rate schedules.

Equipment inventories and rate schedules shall be presented in the following format:

EQUIPMENT RATES ~~SEE ATTACHED SHEET~~

DESCRIPTION	MAKE /MODEL	DAILY RATE
PID		
FID		
WATER TABLE PROBE (IP)		
PERSIATLTIC PUMP		
GRUNDFOUS REDI-FLO		
XRF		
FIELD GC		
METAL DETECTOR		
EXPLOSIMETER		
FIELD TPH ANALYZER		
IMMINOASSAY FIELD SCREEN		
TPH, PCB		
PER TEST		
VACCUUM PUMP		
DO METER		
WATER QUALITY METER(S)		
BLADDER PUMP		
COMBUSTIBLE GAS		
INSTRUMENT		



SUBCONTRACTOR AND EQUIPMENT MARKUP

Percentage markup of supplies, equipment and subcontractors is allowed. Respondents shall indicate a fixed percentage for supplies and equipment markup, which will be used as part of comparing costs when reviewing proposals. Project specific markups can be changed for project specific bidding.

PERCENTAGE MARKUP:

SUPPLIES/EQUIPMENT (%): 6%

SUBCONTRACTORS (%): 6%

RIDEM Technical Assistance Contract

DESCRIPTION	MAKE / MODEL	UNIT OF MEASURE	UNIT COST Day Rate
Mobilization / Demobilization	CME 750 ATV	Lump Sum	525.00
	CME 75 Truck	Lump Sum	525.00
Hollow Stem Augers	CME 750 ATV	Day Rate	1750.00
	CME 750 ATV	Footage	38.75/lf
	CME 75 Truck	Day Rate	1725.00
	CME 75 Truck	Footage	38.50/lf
Large Hollow Stem Augers	CME 750 ATV	Day Rate	1950.00
	CME 750 ATV	Footage	43.50/lf
	CME 75 Truck	Day Rate	1925.00
	CME 75 Truck	Footage	42.75/lf
HSA Rock Coring	CME 750 ATV	If bit wear	22.00/lf
	CME 750 ATV	Footage	65.00/lf
	CME 75 Truck	If bit wear	22.00/lf
	CME 75 Truck	Footage	65.00/lf
HSA Down the Hole Air Hammer	CME 750 ATV	Day Rate	2275.00
	CME 750 ATV	Footage	50.25/lf
	CME 75 Truck	Day Rate	2250.00
	CME 75 Truck	Footage	50.00/lf
Dedicated Air Rotary < 5" *	CME 750 ATV	Day Rate	2375.00
	CME 750 ATV	Footage	52.75/lf
Direct Push	54DT Tracked Geoprobe	Day Rate	1375.00
		Footage	23.75/lf
Well Development		Hourly	225.00
Decontamination		hourly	225.00
Stand - By / Overtime		hourly	295.00
2" PVC Well Installation Augers		LF	23.50
2" PVC Well Installation Direct Push		LF	19.50
Micro Well Installation Direct Push		LF	12.75
Packer Testing		Day Rate	1875.00

* Dedicated Air rotary is available on the CME 750 ATV at depths less than 200' and a maximum diameter of 5"

Prepared By:
 Geologic - Earth Exploration, Inc.
 7 Sherwood Drive
 Norfolk, MA 02056

Christopher C. DeVillers
 General Manager

Equipment Rates

Equipment Type	Model	Daily Rate
Photo-ionization Detector	HNU DL-101	\$ 75.00
Flame-ionization Detector	Thermo TVA-1000	\$ 130.00
Water Table Probe	Solinst 07319	\$ 25.00
Peristaltic Pump	Solinst 410	\$ 30.00
Grundfos Redi-Flo2 Submersible Pump	Grundfos	\$ 185.00
Vacuum Pump	Thomas Pump	\$ 15.00
Magnetic Locator	Schonstedt GA-528	\$ 30.00
DO Meter	HACH Portable DO Kit	\$ 25.00
Water Quality Meter	HACH pH/TDS/Temp./Spec. Cond.	\$ 25.00
Bladder Pump	Solinst	\$ 50.00
Combustible Gas Instrument	QRAE Plus Multi-gas Monitor PGM-2000/2020	\$ 50.00

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, "no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe." Under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state."

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY - If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING - All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.